

Pax: (615) 202-2007 Fax: (

I.R.A. DOCKET ROOM

May 2, 2003

Mr. Jerry Bennett Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, TN 37219

> In Re: Petition for Aribtration of IT^C DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Docket No. 03-00119

Dear Jerry:

Attached is the updated Joint Issues Matrix of IT^C DeltaCom Communications, Inc. and BellSouth Telecommunications, Inc. Issue 6 does not apply in Tennessee.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By:

HW/dw Enclosure

cc:

Guy Hicks

ITC^DELTACOM/BELLSOUTH 2003 ARBITRATION ISSUES MATRIX TENNESSEE REGULATORY AUTHORITY Updated May 2, 2003

philadelphic de la literatura de la lite	and the commence of the contract of the contra		anne dan melangkan belangkan dan ber		
					NO.
four agreements in early 2002 and turned around a month or two later to start new negotiations for a new agreement.	b) Five years. Three years is too short. The parties literally executed the last	b) If so, what should be the length of the term interconnection agreement provides of the agreement resulting from this that the parties will continue to operate arbitration?		Term of the Agreement (GTC – Section a) Yes. DeltaCom should be permitted to continue under an existing TRA approved agreement pending any arbitration decision. It is a continue as a substraction decision.	ISSUE DESCRIPTION DELTACOM POSITION
b) The term of the new Agreement should be no more than 3 years. This is consistent with the three year timeframe set by the FCC for review of its rules under Section 251.	BellSouth to maintain old processes to be performed manually.		negotiation provisions, this gives the parties approximately 15 months to enter into a new Agreement, either through negotiation or arbitration. Subsequent to the 180-day period, the parties should default to		BELLISOUTH POSITION

ESSEE

provides to AT&T?

b) Is BellSouth required to provide an DeltaCom customers? electronic feed of the directory listings of

c) Does DeltaCom have the right to review and edit its customers' directory listings?

d) Should there be a credit or PMAP measure what should the credit or PMAP measure? for accuracy of directory listings and, if so,

> a) DeltaCom should have access to its they have been accurately submitted. DeltaCom should be able to verify that sends the listings to BAPCO and the BellSouth Directory. BellSouth reasonable time prior to publication in end user customer listings in a

b) CLECs' listings are commingled with both parties. being printed is in the best interest of of what was submitted versus what is should be extracted prior to book print for review. An electronic comparison distinguished by the OCN. These the BellSouth listings, but

Section 252(i).

c) Yes. Since DeltaCom is blind to the accuracy of the listings. DeltaCom must be able to validate the responsibility to its end user, BAPCO, and bears the financial actions between BellSouth and

d) BellSouth will only return the monies to meet a Performance Standard. covered, BellSouth should be required the Yellow Pages (BAPCO) are not collected/billed for the white page listings. Since Advertising dollars in

Listings are not a Section 251 requirement subject to as the original Interconnection Agreement. Directory or network element" under the same terms and conditions an ILEC to make available "any interconnection, service, pursuant to Section 251. 47 USC § 252(i) only requires the Interconnection Agreement that are not required terms and conditions and do not apply to other aspects of a) Adoptions pursuant to 47 USC § 252(i) are limited to network elements, services, and interconnection rates,

b) BellSouth is required to provide access to its directory assistance database and charges fees to do so in both its BellSouth is not required to provide an electronic feed of Agreement and its tariff (such as Issue 15, DADAS). directory listings for DeltaCom customers.

Telecommunications. of directory listings may be made. This issue is between c Company (BAPCO), and should not be the subject of a does not have a database through which review and edits customer's directory listings through access to their DeltaCom and BellSouth Advertising & Publishing customer service records. BellSouth Telecommunications DeltaCom has the right to review and edit its party arbitration with BellSouth

d) If an error occurs in a Directory Listing, DeltaCom can be addressed in an arbitration with an individual associated with the charge for said listing pursuant to request a credit for any monies billed that are Further, the issue of PMAP measurements should not BellSouth's General Subscriber Service

# D S	Sha inc and that that that the second	b) 4 Ta	ISSUE NO. 3 Ad OH
 a) Should BellSouth be required to provide the same amount of pending order service detail to DeltaCom that BellSouth provides to its retail representatives? b) Should BellSouth be required to provide information regarding the status of an order to DeltaCom to the same degree as that it provides to its retail representatives? 	Should language covering tax liability be included in the interconnection agreement and, if so, should that language simply state that each party is responsible for its tax liability? Access to Pending Order Information and Status of Order Information (Attachment 6 – Sections 1.5.1 and 4.3):	b) Can DeltaCom continue to receive the advance notice of 45 days as long as BellSouth continues to provide such notice to other CLECs? Tax Liability (GTC – Section 13.1):	Advance Notice of Changes of Offerings (GTC – Section 20.3):
puired to provide ling order service ellSouth provides? wired to provide status of an order degree as that it entailves?	tax liability be ection agreement uage simply state sible for its tax Information and In (Attachment 6—	advance notice of gs? ue to receive the days as long as rovide such notice n 13.1):	IPTION anges to Resold 20.3):
			DELTACOM POSITION
			DSITION
			BELLSOUT
			BELLSOUTH POSITION
	Closed		ISSUE STATUS Closed

∞		ISSUE NO.
Universal or Integrated Digital Loop Carrier ("UDLC/IDLC") Technology (Attachment 2 – Section 3.1): a) Should BellSouth be required to provide an unbundled loop using IDLC technology to DeltaCom which will allow DeltaCom to provide consumers the same quality of service (i.e., no additional analog to digital conversions) as that offered by BellSouth to its customers? b) What terms and conditions should apply with regard to UDLC?	-Section 5.1.2): Should BellSouth be required to temporarily provide features on the same terms and conditions as that it provides to its retail customers?	Facility Check Information (Attachment 6 – Sections 1.7 and 4.4): Should BellSouth be required to provide to DeltaCom facility check information electronically in the same manner it does to BellSouth's retail operations? Addition of Call Forwarding (Attachment 6
a) Yes. IDLC technology is required to allow DeltaCom to provide the same quality of service to DeltaCom customers as that delivered by BellSouth to its customers. Both Alabama and Tennessee require the same quality of service, meaning no additional analog to digital conversions is necessary. DeltaCom proposed compromise language. b) Closed		Yes. BellSouth is providing such information in Tennessee. BellSouth will not agree to do so in other states unless it is ordered to do so by the other state commissions.
a) Loops provided over IDLC are integrated into BellSouth's switch. Therefore, when a CLEC obtains a customer currently served by IDLC, it is necessary to provide a non-integrated facility to serve the customer. BellSouth has eight (8) alternatives for providing this non-integrated unbundled loop facility that are currently used by BellSouth when it is necessary to convert an IDLC loop to an unbundled loop facility. If DeltaCom wants a loop with particular transmission standards (other than voice grade), it should order such a loop or place a New Business Request (NBR) with BellSouth.		Arbitration is not the appropriate forum for the resolution of this issue. This issue involves process and systems changes that affect all CLECs on a regional basis and should be addressed in the CCP. Further, BellSouth does not validate facilities availability for its retail operations at the point of order negotiation with its end-user customer. Despite the ordered implementation of this functionality in Florida Service Quality Measurement hearings, impacted SQMs were initially based upon returning an FOC prior to facilities check. A change in functionality would also require a consideration for how the impacted measurements should be defined – an issue more properly placed in an SQM hearing.
Open as to subpart (a)	Closed	ISSUE STATUS Open

	, <u></u>	i i		ISSUE NO.
 a) Should the interconnection agreement specify that the rates, terms and conditions of the network elements and combinations of network elements are compliant with state and federal rules and regulations? b) Must all network elements be delivered to DeltaCom's collocation arrangement? c) What standards should apply to network elements? 	Access to UNEs (Attachment 2 – Sections 1.1, 1.4 and 1.10):	A.2); Should BellSouth be required to provide DeltaCom a completion notifier?	DeltaCom wh provided by E ision?	ISSUE DESCRIPTION OSS Interfaces (Attachment 6 – Section 3.2): Should BellSouth be required to provide
therefore must compliant with state orders and regulations. b) No. In fact, DeltaCom has network elements today that are not delivered to a collocation site. c) Closed	a) Several states have retain authority to establish UNEs. This agreement must be approved by state commissions and			PELTACOM POSITION Yes. It is a requirement of the Telecom Act that OSS be nondiscriminatory.
should be compliant with federal and state rules pursuant to Section 251 of The Act. The Interconnection Agreement is an agreement under Section 251. If a state commission orders BellSouth to provide access to network elements pursuant to any authority other than Section 251 (for example under a separate state statutory authority) those elements should not be required to be included in a Section 251 agreement. b) Not all UNEs terminate to a CLEC's collocation space, such as subloops. BellSouth's proposed language delineates those elements that do not terminate at the collocation space. c) Closed	a) BellSouth contends that the interconnection agreement should specify that the rates, terms and conditions of network elements and combinations of patrock elements.		applications that BellSouth provides_nondiscriminatory access to its OSS for performing the functions of preordering, ordering, provisioning, maintenance and repair, and billing. To the extent DeltaCom seeks some modification to BellSouth's regional OSS, the appropriate forum is the CCP - not an individual interconnect agreement arbitration. Further, BellSouth believes that the current language contained in the Interconnection Agreement Sections 1.2 and 3.2 adequately states what BellSouth provides regarding interfaces to OSS.	
(a) and (b)	Open as to subparts	Closed		ISSUE STATUS Open

<u> </u>		1		13	NO.
Does Inside Wire Include Both Wire Owned and Controlled by BellSouth (Attachment 2 – Section 2.2.1): Should BellSouth be required to provide access to inside wire that is owned and/or controlled by BellSouth?	hment 2 – Section 13.6.1): tes, terms and conditions for cluded in the interconnection	Wireless Service (Attachment 2 – Section 1.5): Should the interconnection agreement prohibit the use of UNEs to provide wireless telecommunications services?	 a) Should BellSouth be required to provide UNE testing results to DeltaCom? b) Should the parties be required to perform cooperative testing within two hours of a request from the other party? 	Reciprocity of UNE Services and Conditions (Attachment 2 – Section 1.3; Attachment 3 – Section 1.3): Should the interconnection agreement refer to both BellSouth and DeltaCom tariffs? Testing of UNEs (Attachment 6 – Section 4.6.23):	ISSUE DESCRIPTION
	Yes. DeltaCom needs to know to what rates, terms and conditions it is agreeing to be bound.		b) Yes. This language is in the parties' current interconnection agreement.	a) Closed	DELTACOM POSITION
	No. DADAS is a tariffed service and the rate should not be in the Agreement, as the rates, terms and conditions under which this service is provided are fully set forth in the tariff.		b) Cooperative testing can be requested by DeltaCom, and it will be scheduled by BellSouth on a first come first serve basis. Tests will be conducted as soon as practical after the request is received, in a nondiscriminatory manner. To require DeltaCom testing to be performed within two (2) hours could potentially result in BellSouth discriminating against a CLEC that asked for cooperative testing earlier than DeltaCom.	a) Closed	BELL SOUTH POSITION
Osed	Open	Closed	Subjunt (O)	STATUS Closed Open as to subpart (b)	ISSUE

		ISSUE NO. 17
("URCF") (Attachment 2 - Section 9.2.5.1.3): Should the interconnection agreement include language that URCF will not be used to forward calls to another URCF or "similar service"?	Testing of NXXs. Call Forwarding Variable and Remote Access to Call Forwarding Variable (Attachment 2 – Section 9.2.5.1; Attachment 6 – Section XX): a) Should DeltaCom have access to call forwarding variable and remote access to call forwarding variable when testing whether NXXs are being correctly translated in the BellSouth network? b) If so, what rates should apply?	ISSUE DESCRIPTION Provisioning and Cutovers (Attachment 2 – Section 3.7): What language should apply to provisioning and cutovers?
	a-b) DeltaCom wants to continue to use the call forwarding feature to test NXXs and pay a cost-based rate. As a result of the last arbitration, BellSouth agreed to allow ITC^DeltaCom to pay a cost-based rate for interim number portability, which was the call forwarding feature. ITC^DeltaCom also wants to add these two types of call forwarding such that ITC^DeltaCom can quickly test and identify whether there is an NXX translation problem. Allowing ITC^DeltaCom to quickly test and determine whether the customer trouble is an NXX translation problem benefits both ITC^DeltaCom and BellSouth.	DELTACOM POSITION
	a) Remote Call Forwarding (RCF) is a tariffed service whose rates, terms, and conditions are fully set forth in the tariff. BellSouth agreed in the past to provide this for Interim Number Portability (INP). However, INP no longer exists and BellSouth is not required to offer RCF at TELRIC rates. BellSouth has a process by which CLECs may request BellSouth to develop services, through a New Business Request (NBR). b) The rates in the tariff.	BELLSOUTH POSITION
Closed	Open	ISSUE STATUS Closed

23	22	21		ISSUE NO. 20
Dark Fiber Holding Period (Attachment 2—Section 8.2.4): Should BellSouth hold the dark fiber for DeltaCom after receiving a valid, error-free LSR?	Dark Fiber Parity (Attachment 2 – Section 8.2.1): Whether BellSouth should provide dark fiber to DeltaCom under the same terms and conditions that it provides to itself?	Dark Fiber Availability (Attachment 2 – Section 8.1.1): Does BellSouth have to make available to DeltaCom dark fiber loops and transport at any technically feasible point?	a) Should BellSouth provide the option of a high speed link for SS7?b) Should BellSouth meet DeltaCom at the central office in the DeltaCom serving wire center?	ISSUE DESCRIPTION SS7 (Attachment 2 – Section 16.1.3.2):
Yes. DeltaCom is placed at a competitive disadvantage if BellSouth is holding dark fiber for other carriers for 45 days but refuses to provide the same opportunity to Deltacom.		Yes. BellSouth wants to require DeltaCom to pick up dark fiber loops only at the DeltaCom collocation site. In fact, the parties meet in locations other than a collocation site. It is technically feasible for BellSouth to make dark fiber loops available at other locations.	b) Yes. This issue regards SPOI (Point of Interconnection with Signaling services). DeltaCom is willing to have a single interconnection point in the BellSouth network for each STP pair and incur the cost from that meet point back to DeltaCom's STPs. By meeting at the central office in the DeltaCom serving wire center, the parties mutually share transport facilities.	a) Closed
If DeltaCom requests dark fiber to a collocation space that is awaiting its completion, BellSouth holds the dark fiber for 45-days after a valid error free LSR is received. DeltaCom should not be permitted to have fiber held for 45-days absent these circumstances. DeltaCom should request dark fiber when it has a need for the dark fiber and should not be permitted to warehouse fiber to the exclusion of other CLECs or BellSouth.		BellSouth's definitions of dark fiber comport with the definitions of loops and transport under the FCC's rules. BellSouth will make dark fiber loops available at DeltaCom collocations. DeltaCom apparently wishes to access dark fiber at points other than those specified by the FCC's rules. BellSouth believes it has no requirement to do so.	b) BellSouth will meet DeltaCom at established SS7 gateways consistent with the manner BellSouth does for all other customers. BellSouth should not be required to absorb DeltaCom's transport costs.	a) Closed
Open	Closed	Open	subpart b only.	ISSUE STATUS Open as to

. [5]	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION
24 Rate and P (Attachment	Rate and Provision of Performance Data (Attachment 2 – Sections 9.1.4.15 and 11.3.2.3).	a) Yes. BellSouth should make available, via e-mail, website or other electronic media blockers information	a) Performance Data is not an item subject to the regulation of section 251 or 271. BellSouth provided
1.3 2.3 2.3).		media, blockage information on common trunk groups. Information	language that we would agree to offer performance data through a professional services agreement or NBR.
a) Should B	a) Should BellSouth be required to provide	should be as real-time as possible, given limitations of call detail	b) The rates for Performance Data are not
performan	performance data for customer line, traffic	gathering. Information should include	b) The rates for Performance Data are not subject to the pricing requirements of section 252. The rate will be
characteri	characteristics and common (shared)	the CLLI codes of the trunk group, the	determined by either agreement of the parties or
transport?		TSC code, number of members, GOS	through the NBR.
		based on Erlang B, time of day and	
b) What sho	b) What should be the rate for Performance	rates with respect to situation or	
Data that	Data that BellSouth provides to DeltaCom	augmentation.	
regarding	customer line, traffic stics, and other information?	b) Yes. BellSouth should charge a UNE	
BellSouth	BellSouth be required to provide	rate for the performance measures associated with UNE elements and	
line, traff	line, traffic characteristics and common	BellSouth should be required to provide this data in a similar (parity)	
(suarcu) nansport:		manner to which BellSouth provides this data internally.	

	be required to provide USL over UNE-P.				
	behoodin owned rachity. Therefore, behoodin should not			-	
	Bell Couth owned facility Therefore Dell'Couth the 11 and			de la marca de	
	No. 1. Section 7.2.17(A). A IINF-P line is not a				
	BellSouth] provided exchange line facility." FCC Tariff	· 如果 不是不好的人的不能可能的 中国的 一切的人 人			
	existence of an "in-service, Telephone Company [i.e.,				
	establishes DSL as an overlay service, and requires the	一次 教育 化二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十		i i i i i i i i i i i i i i i i i i i	
	exchange line facilities. BellSouth's FCC Tariff No. 1,				
	wholesale USL and FastAccess® on BellSouth-provided			-	
	service on BellSouth; and (5) BellSouth provides			eiste eisten	
	put the burden of whether CLECs provide their own DSL				
	to other broadband technologies. Furthermore, this would			and the second	
	would most likely make USL less competitive compared			politera (b. lib.	
	ultimately result in a higher cost for the end user, and			-4	
	NSF or our shareholders. Either way, this would			+	1 18
	UNE-P, we would either have to charge the CLEC, or the				
	BellSouth to recover its development costs for DSL over			e A	
	should pay) have not yet been finalized; (4) in order for			7.5	- 151426
). 1	these databases. The procedures and costs (including who				
	ensure our current systems would be able to interface with			杨二	
	many system enhancements would need to be done to				
	which states, at what cost, and for which end users, and				
	which CLECs are allowing us to use their spectrum, for				10- 10-49
	all; (3) many databases would need to be created to track				
	spectrum. Some may not allow us to use their spectrum at				
	propose different requirements in order for us to use their				
	severe operational implications as each CLEC may				18
	extremely time consuming and could potentially have				
	individual CLEC by individual state, which would be			Viles a i priz	
	BellSouth would need to negotiate contracts with each				
	be able to provide DSL over the CLEC's HFPL,				
	portion of the CLEC loop; (2) in order for BellSouth to		user on the same line?	 	
	(HFPL) and lacks permission to provision DSL over this		provides UNE-P local service to that same end		
	have access to the high frequency portion of the loop	anticompetitive tying arrangement.	user with ADSL service where DeltaCom		
	CLEC owns the entire loop); thus, BellSouth does not	consumer's ADSL service. This is an	Should BellSouth continue providing an end-	******	
	UNE-P line is not a BellSouth provided facility (ie the	she does, BellSouth disconnects the			
	UNE-P provider for a number of reasons, including: (1) a	DeltaCom voice service because if he or	Section 8.4):		
:	services to end users who receive voice services from a	complaints that the consumer can't take	UNE-P Local Provider (Attachment 2 -		
Open	No. BellSouth should not be required to provide DSL	Yes. DeltaCom has received consumer	Provision of ADSL Where DeltaCom is the	23	
STATUS				NO.	
HUSSE	BELLSOUTH POSITION	DELTACOM POSITION	ISSUE DESCRIPTION	15501	

28				ISSUE NO. 26
Local Switching (Attachment 2 - Sections 9.1.3 through 9.1.63): Should the existing language in the interconnection agreement regarding local switching and other issues be maintained?	Treatment of Traffic Associated with Unbundled Local Switching but Using DeltaCom's CIC (Attachment 2 – Section 9.1.7): Should calls originated by a DeltaCom enduser or BellSouth end-user and terminated to either DeltaCom or BellSouth be treated as local if the call originates and terminates within the LATA?	switching? c) Is BellSouth required to provide local switching at market rates where BellSouth is not required to provide local switching as a UNE? d) What should be the market rate?	and 9.1.2): a) Is the line cap on local switching in certain designated MSAs only for a particular customer at a particular location? b) Should the Agreement include language that prevents BellSouth from imposing restrictions on DeltaCom's use of local	Local Switching – Line Cap and Other Restrictions (Attachment 2 – Sections 9.1.3.2
	Yes. The parties' existing interconnection agreement provides that the LATA is local. Most of DeltaCom's existing local products are based on this definition. DeltaCom will be forced to discontinue these existing products if the definition is changed. Any change to the existing definition of "local" would create substantial operational problems and expense and would be disruptive and confusing to consumers.	eview order and the findings RA in the impairment analysis rescribed by the order. To the ellSouth is allowed to price a transfer rates, those rates musproved by the TRA and supply relevant market data and an	single physical end user location with four or more DSO equivalent lines. b) Yes. This language is in other carrier agreements and is in the parties' current interconnection agreement. c-d) This issue is subject to the	a) The existing contract language states that the four line cap only applies to a
	The CIC code is an access code and would result in call being billed as a toll call. This is simply an attempt by DeltaCom to avoid access charges.	c) BellSouth will provide local switching at market-based rates where BellSouth is not required to unbundle local switching.d) An arbitration under §251 of the 1996 Act is not the appropriate forum for resolution of this issue.	b) BellSouth is only required to provide local switching as set forth in FCC's rules, which do impose restriction on DeltaCom's use of local switching. BellSouth will provide local switching in accordance with FCC and Commission rules. This issue is more appropriately addressed in the TRA's Generic Local Switching Docket (02-00207) and, therefore, should be transferred to that docket.	a) BellSouth did not list "a" as an issue.
Closed	Open			ISSUE STATUS Open

NO. AIN Triggers (Attachment 2 – Section 9.1.4.16): Should BellSouth offer AIN triggers on a stand-alone basis via DeltaCom's interconnected STPs? DeltaCom's own network. DeltaCom to interconnect to make sure inappropriate interaction does not occur if make sure inappropriate interaction does not occur if bellSouth were to open its AIN platform to other carriers. AIN triggers by definition give the ability to manipulate various aspects of customer lines. BellSouth porovide this type of service today due to the many unanswered questions concerning security of the BellSouth Network that would be opened were this type of device exists to make sure inappropriate interaction does not occur if make sure inap				0.5.			-
Yes. DeltaCom has its own STP network and should be able to interconnect to BellSouth's AIN platform in a non-discriminatory manner or on parity to connectivity BellSouth provides to its own network. BellSouth sall platform in a non-discriminatory manner or on parity to connectivity BellSouth provides to its own network. BellSouth was designed to operate as a closed system. Therefore, no effective "firewall" type of device exists to make sure inappropriate interaction does not occur if BellSouth were to open its AIN platform to other carriers. AIN triggers by definition give the ability to manipulate various aspects of customer lines. BellSouth participates, and will continue to participate, in national forums where these issues are discussed and should not be required to provide this type of service today due to the many unanswered questions concerning security of the BellSouth Network that would be opened were this type of arrangement allowed.	-				29	NO.	ICOH.
Yes. DeltaCom has its own STP network and should be able to interconnect to BellSouth's AIN platform in a non-discriminatory manner or on parity to connectivity BellSouth provides to its own network. BellSouth sall platform in a non-discriminatory manner or on parity to connectivity BellSouth provides to its own network. BellSouth was designed to operate as a closed system. Therefore, no effective "firewall" type of device exists to make sure inappropriate interaction does not occur if BellSouth were to open its AIN platform to other carriers. AIN triggers by definition give the ability to manipulate various aspects of customer lines. BellSouth participates, and will continue to participate, in national forums where these issues are discussed and should not be required to provide this type of service today due to the many unanswered questions concerning security of the BellSouth Network that would be opened were this type of arrangement allowed.				Should BellSouth offer AIN stand-alone basis via interconnected STPs?	AIN Triggers (Attachment 9.1.4.16):		ISSUE DESCRIPT
AIN was designed to operate as a closed system. Therefore, no effective "firewall" type of device exists to make sure inappropriate interaction does not occur if BellSouth were to open its AIN platform to other carriers. AIN triggers by definition give the ability to manipulate various aspects of customer lines. BellSouth participates, and will continue to participate, in national forums where these issues are discussed and should not be required to provide this type of service today due to the many unanswered questions concerning security of the BellSouth Network that would be opened were this type of arrangement allowed.				triggers on a DeltaCom's	Z - 2000	Coation	JON
AIN was designed to operate as a closed system. Therefore, no effective "firewall" type of device exists to make sure inappropriate interaction does not occur if BellSouth were to open its AIN platform to other carriers. AIN triggers by definition give the ability to manipulate various aspects of customer lines. BellSouth participates, and will continue to participate, in national forums where these issues are discussed and should not be required to provide this type of service today due to the many unanswered questions concerning security of the BellSouth Network that would be opened were this type of arrangement allowed.				connectivity BellSouth provides to its own network.	and should be able to interconnect to BellSouth's AIN platform in a non-	Ves DeltaCom has its own STP network	DELTACOM POSITION
STATUS Open		unanswered questions concerning security of the BellSouth Network that would be opened were this type	these issues are discussed and should not be required to	AIN triggers by definition give the ability to manipulate various aspects of customer lines. BellSouth participates, and will continue to participate, in national forums where	Therefore, no effective "firewall" type of device exists to make sure inappropriate interaction does not occur if RellSouth were to open its AIN platform to other carriers.	AIN was designed to operate as a closed system.	
		and the state of t				Open	STATUS

LL)					NO.
EELs (Attachment 2 - Sections 10.2 and No 10.3): Are new EELs ordered by DeltaCom subject to local use restrictions?		c) What terms and conditions should apply to the provisions of combinations?		a) Should BellSouth be required to provide combinations if they are technically feasible?	ISSUE DESCRIPTION Provision of Combinations (Attachment 2 – Sections 1.3 and 1.7):
No, under the existing FCC rules and orders.				contained in other interconnection agreements in order to not be placed at a competitive disadvantage.	DELTACOM POSITION DeltaCom seeks language similar to that
combinations shall mean that such network element neither Currently Combined nor Ordinarily Combined as these terms are defined above. In compliance with FCC Typically Combined unbundled network elements are available through the bona fide request process. Is not limited in its applicability to only existing EELs, supplanting of special access by EELs, which is equally are applicable to newly requested EELs.	• Ordinarily Combined network element combinations shall mean that such unbundled network elements are combined by BellSouth in the BellSouth network in the manner in which they are typically combined even if the particular elements being ordered are not actually physically connected at the time the order is placed.	• Currently Combined network element combinations shall mean that such unbundled network elements are in fact already combined by BellSouth in the BellSouth network to provide telecommunications service to a particular location.	elements and loop and transport unbundled network elements, (hereinafter referred to as Enhanced Extended Links or "EELs"). BellSouth shall also provide access to Not Typically Combined combinations. Currently Combined, Ordinarily Combined and Not Typically Combined shall have the meaning set forth Land	The state of the s	BELLSOUTH POSITION
Open				Open s	ISSUE

a) Yes. The parties' current interconnection agreement provides interconnection agreements. b) In various circumstances, DeltaCom has had special access services in combination with UNE services. b) In various circumstances, DeltaCom has had special access services in mingling. This issue is being addressed by the FCC in its issue is being addressed by the FCC in its issue in mingling. This issue is being addressed by the FCC in its issue in mingling. This issue is being addressed by the FCC in its issue in mingling. This issue is being addressed by the FCC in its is in ther for this combination and it is in other frequirements for an ILEC to combine UNEs. It contains no services. Further, paragraph 28 of the June 2, 2000 rejecting MCI's request to eliminate the prohibition on co-Triennial Review.	S Yes. Under the current contract, blanket certification. In some cases the safe harbor. DeltaCom should be able to use the other safe harbors, if applicable. A determination of appropriate language for this issue must be deferred pending issuance of the FCC Triennial Order. SYes. Under the current contract, DeltaCom was permitted to provide a cicearly requires that a requesting carrier provide circumstance has a separate certification requirement. Indicate under what local usage option the requesting for this issue must be deferred pending if the audit uncovers non-compliance with the local usage SYes. Under the current contract, STATUS Closed No. The Supplemental Order Clarification (FCC 00-183) Open circumstance it meets. Each paragraph 29 of the Order states that "the letter should carrier seeks to qualify". A determination of appropriate language Para. 31) requires that the CLEC reimburse the incumbent options. SEQUENCE: Closed Closed

<u> </u>	The second secon	37 NO.
and Tandem Switching (Attachment 3): a) Should local traffic be defined as any call that originates and terminates within the LATA, is originated by either a DeltaCom or BellSouth end-user, and is terminated to a DeltaCom or BellSouth end-user? b) Does DeltaCom's switch perform tandem switching?	a) Should BellSouth be required to maintain UNEACSC hours from 8 a.m. to 5 p.m. local time? b) Must BellSouth finish a cutover once started?	
a) Yes. The current interconnection agreement provides that calls originating and terminating in the same LATA are local. DeltaCom wants to maintain the existing language in the contract. b) Yes. Under the FCC guidelines, DeltaCom switch coverage areas are equivalent to the tandem coverage areas of BellSouth and many DeltaCom switches perform tandem switching functions.		In some instances, DeltaCom has a Special Access loop that goes to DeltaCom's collocation. This is not a combination. The AT&T/BellSouth agreement provides that in such instances the special access loop can be converted to a UNE loop. DeltaCom has requested the same treatment. DeltaCom should be offered the same process. Otherwise it will be placed at a competitive disadvantage.
a) BellSouth proposes that the parties utilize BellSouth's Open retail local calling area. b) DeltaCom must demonstrate, based on its deployment in each state, whether its switch in that state performs tandem switching.		CLECs may order standalone UNEs in accordance with their interconnection agreements and may chose to roll traffic currently routed over an existing special access circuit to those UNEs. The conversion requirements specified by the FCC in the Supplemental Order Clarification apply only to conversions of special access circuits to loop and transport (EEL) UNE combinations. Neither the FCC Rules regarding combinations nor any conversions of stand-alone elements, which are, by definition, not combinations, but individual elements that
	Closed	ISSUE STATUS Open

	First has been	42	4				40
	dit if the ercentage	m report a PLF? **LU (Attachment 3):	Percent Local Facilities ("PLF") (Attachment 3):		c) Should DeltaCom's existing POIs be grandfathered (i.e., not moved to an end office)?	a) Can a CLEC select only one POI per LATA? b) Should each party pay its own costs to reach that POI	Point of Interconnection ("POP") (Attachment 3):
		approved by OBF. Furthermore, no ILEC requires DeltaCom to report a PLF. This is not a requirement of the existing interconnection agreement.	No. The reporting and methodology that		c) Yes. DeltaCom should not be required to move its existing POIs due to the expense and disruption in moving the traffic.	where it made it clear that the CLEC, not the ILEC, selects the POI and the CLEC only has to have one POI per LATA.	a) Yes. The FCC recently issued an order in an arbitration case in Virginia
the other party for the costs of the audit.		similar to the PLU factor that is utilized by telecom providers in the industry. The PLF tells BellSouth what portion of the facilities purchased by DeltaCom are "Local" pursuant to the terms of the interconnection agreement.	Further, the arbitration case cited by DeltaCom was specific to the parties involved, outside of BellSouth's service territory, and based on the evidence presented therein and therefore is not applicable. Yes. The Percent Local Excited February 1982 and 1982 are cited by DeltaCom was specific to the percent of the perc	c) The existing IPs should be transitioned to be in congruence with the new Agreement language.	b) For these states where the Commissions have already ruled on this issue, either in an arbitration case, or in a generic case, BellSouth will abide by the prior ruling of the Commission as to which party pays the costs to transmit traffic across local calling area boundaries within the LATA to reach the designated POI.	the state of the same of the s	
	Open	Open				Vien	

47	46	t	*	43
Compensation for the Use of DeltaCom's Collocation Space ("Reverse Collocation") (Attachment 4): Should BellSouth be required to compensate DeltaCom when BellSouth collocates in DeltaCom's collocation space? If so, should the same rates, terms and conditions apply to BellSouth that BellSouth applies to DeltaCom?	BLV/BLVI (Attachment 3): Does BellSouth have to provide BLV/BLVI to DeltaCom consistent with the language proposed by DeltaCom?	Switched Access Charges Applicable to BellSouth (Attachment 3 – Section 9.2): Should DeltaCom be able to charge BellSouth switched access charges where BellSouth is the interexchange carrier?	Operator Services, Emergency Services, and Intercept (Attachment 3): Should the interconnection agreement set forth the rates, terms and conditions for the establishment of trunk groups for operator services, emergency services, and intercept?	Trunk Group Service Request ("TGSR") (Attachment 3): Should both parties (not just DeltaCom) use the TGSR to order trunks?
Yes. This is contained in existing interconnection agreement language. The same rates, terms and conditions that BellSouth applies to DeltaCom in this situation should also be applied to BellSouth when it collocates in DeltaCom's collocation space.	DeltaCom has proposed language that is in the parties' current interconnection agreement. Unlike other CLECs, DeltaCom has its own operator/DA center and must be able to interconnect with BellSouth.	Yes. The interconnection agreement should be reciprocal.	Yes: DeltaCom has its own operator/DA center and must be able to interconnect its TOPS platform with BellSouth's. DeltaCom is connected today and this mutually benefits BellSouth's operator services center as well as DeltaCom.	
BellSouth does not collocate in any DeltaCom premises, as the term "collocation" is defined by the Telecommunications Act of 1996; therefore, BellSouth does not need a collocation agreement and should not be forced to enter into a collocation agreement with DeltaCom. BellSouth has never collocated its equipment in DeltaCom's central offices for the purposes of collocation, nor does BellSouth have such an intention.	The state of the s	No. BellSouth Long Distance (BSLD), not BellSouth Telecommunications, is the authorized interexchange carrier. Therefore, BellSouth Telecommunications should not be required to pay switched access charges to DeltaCom. Instead, DeltaCom and BSLD should	No. These services are no longer UNEs and are therefore s provided under the access tariff, not the Agreement.	NOLLISOCHER
Open	Open	Open	Open	STATUS Closed

			1	50	49	NO. 48
charge? charge? c) Should DeltaCom be able to assess charges for work or performance for BellSouth?		Reciprocity of Charges (OSS Charges, Expedite Charges, "Change in Service Provider or Disconnect Charges", and any other Charges) (Attachments 1, 5 and 6): a) Is DeltaCom entitled to assess the	Can BellSouth charge a subsequent application fee and/or other charges when no work is actually required?	Subsequent Application Fee and Application Modification (Attachment 4 – Section 6.3.1):	Requirement to Provide List of Entities with an Interest in DeltaCom's Collocation Equipment (Attachment 4 – Section 5.2): Must DeltaCom provide to BellSouth a list of those entities with a security in the security of the security in the	
with DeltaCom. DeltaCom wants to assess that same charge when a DeltaCom customer migrates to BellSouth.	moving from DeltaCom to BellSouth. DeltaCom seeks to charge BellSouth for this work just as BellSouth charges DeltaCom. BellSouth assesses a "Change in Service Provider Charge" when a customer leaves BellSouth to sign to	BellSouth sends DeltaCom LSRs to port phone numbers from DeltaCom to BellSouth. DeltaCom works the order so that the customer does not have any disruption or degradation of service when	application fee. DeltaCom wants to keep the same language.			DELTACOM POSITION
provider environment, DeltaCom does not perform any work for BellSouth – DeltaCom is simply disconnecting their own customer.	b) BellSouth does not have a Change in Service Provider Charge. BellSouth charges a Secondary Service Ordering Charge for establishing the end user's account as a CLECs customer for billing and provisioning records.	assessment. a) DeltaCom is not entitled to recover charges for the development of Operational Support Systems (OSS) as mechanized system.	***************************************			BELLSOUTH POSITION
		Open		Open	Closed	ISSUE STATUS Closed

		32 32	HUSSII
	TRA (All Rate Sheets; Attachment 6 – Section 6; Attachment 2 – Section 22.3.3): a) Should BellSouth be permitted to impose charges related to UNEs that have not been ordered by the TRA in its recent Order in the generic docket for setting UNE rates? b) Should BellSouth provide rate sheets for its	Sharing of Cost of Facilities for Transit Traffic: a) Should BellSouth share 50% of the cost of the interoffice dedicated transport and local channel when BellSouth routes its originating local traffic over the transit trunk group? b) Should DeltaCom be compensated for common transport and compensation minutes for this traffic? Rates and Charges not Ordered by the states are controlled b	ISSUE DESCRIPTION
appropriate for BellSouth to tariff non-cost based rates in its FCC tariff outside the jurisdiction of the TRA. b) It is extremely difficult to match the rates BellSouth provides to CLECs in negotiations to those rates that have been actually approved by the TRA. A listing of changed or added rates would facilitate the negotiation process with little administrative burden on BellSouth.	a) No. The purpose of the generic docket regarding UNE rates is to set generally-applicable rates. BellSouth is now proposing a "Cancellation" charge for all resold and UNE services that it plans to tariff in its FCC tariff, and is demanding an "Order Modification Charge" which has not been approved by the TRA. It is not		
b) BellSouth has provided DeltaCom with its rate sheets. DeltaCom should be equally as capable of comparing BellSouth's rate sheets with the Commission ordered rates, which are public record. DeltaCom has, in fact, provided BellSouth a copy of such a comparison.		BELLSOUTH POSITION	
	Open	ASSUE STATUS Closed	

			56	55		
	b) Are these costs already captured in the existing UNE approved rates?		Cancellation Charges:	Is the CFA fee reasonable and cost-based.		NO. Reimburse Costs to Accommodate Modifications (Attachment 2 – Section (Attachment 2 – Section)
b)		a) No. Cancellation charges have not been approved by the TRA. b) The basis for a separate cost-based cancellation charge has not been get established by BellSouth		ted with resending a d does not support rate.	H E 5-8 % -	No. In DeltaCom
b) These costs are not already recovered in the existing UNE approved rates.	BellSouth should not be precluded from litigating the issue before the Commission in the arbitration. Section 252(c)(2) of the Act clearly requires resolution of rates issues in an arbitration proceeding.	a) BellSouth is entitled to recover its costs for the provision of UNEs. To the extent that a particular element has not been ordered by the Commission in a generic proceeding and BellSouth proposes such rate in the context of process.	no charge.) BellSouth is not legally obligated to resend this information to DeltaCom; therefore, this rate does not have to be TELRIC based. BellSouth's proposed rate is with resending the CFA information, at DeltaCom's	This fee is for BellSouth to resend CFA information that BellSouth has previously provided to DeltaCom. (Initial	FCC tariff.	BELLSOUTH POSITION BellSouth should be entitled to impose order modification
		Open	, To x d at	at Open	the	

· Y	%		NO ST
ement ess to Factor rates te?	that there is no disconnect and reconnect (i.e., no outage to the customer)? Unilateral Amendments to the Interconnection Agreement (Attachment 6 – Sections 1.8 and 1.13.2; Attachment 3):		Rates and Cha Customers from based Service
	process with AT&T. DeltaCom should be afforded the same or similar opportunities. a) No. BellSouth cannot be allowed to unilaterally modify the contract in a	interconnection agreement permits AT&T to send a spreadsheet with a list of those Special Access circuits to be converted to a UNE loop that goes to a collocation. b) Yes. BellSouth has agreed to this	a) No. This is an administrative change only. The BellSouth and ATAT
and publications. BellSouth may, from time to time during the term hereof, change or alter such documents and publications as necessary. b) BellSouth's position is that we are not required to post rates when the carrier notification is posted on the website. The rates are provided to individual CLECs DeltaCom with an amendment within 30 days of receipt of such a request.	special access to UNEs except for specific combinations. a) Yes. Certain provisions of the Agreement should incorporate by reference.	D E S H S	
	900		"

		61	60	
	D D S			So. So. Issue
	(Attachme Should Be procedure DeltaCom?	b) Must genera	Dep a) SI	
	Bell ure for om?	neratin	osits o	aymei 4 and ould m the
	nt 7 – S IlSouth for sub that	ng a goo	Attac	Payment Due 1.4 and 1.4.1): Should the pay rom the receipt
	Section Section th use bmitting Bells	yood p	Deposits (Attachment 7 a) Should the deposit lan	SUE) c Dat ymen pt of t
	(Attachment 7 – Section 3.2): Should BellSouth use the same procedure for submitting a billing DeltaCom that BellSouth in DeltaCom?	return I payme	langu	Payment Due Date (Attac 1.4 and 1.4.1): Should the payment due diffrom the receipt of the bill?
	(Attachment 7 – Section 3.2): Should BellSouth use the same form and procedure for submitting a billing dispute to DeltaCom that BellSouth imposes on DeltaCom?	Must a party return a deposigenerating a good payment history?	Deposits (Attachment 7 – Section 1.11): a) Should the deposit language be reciprocal?	Payment Due Date (Attachment 7 - Sections 1.4 and 1.4.1): Should the payment due date be thirty days from the receipt of the bill?
	ng Disputes me form and ing dispute to imposes on	deposit istory?	n I. II	TON be the
	Disputes Orm and ispute to ses on	after): brocal	- Sect
			=: 0 = =	
	<u> </u>	is consister including reciprocity, transparence billed undis review.	DeltaCom should days from the dat review the bill an lodge a dispute 1 portion of the bill. DeltaCom and continuing negotissue. DeltaCom	Yes. I bills receiv BellSc arrivin invoice found credits dollars
	The re the s	istent ng 1 city, rency, ndispi	Com sirom t v the ladis a dis n of the long ling	Yes. Bells bills late receiving BellSouth arriving minvoice data found nunredits fron dollars du
	metho same.	t with the	should he day bill ar bill ar pute pute he bill he bill he bill he bill he bill he bill he got he go	DELTAC BellSouth ha late or in ing thousau outh and g more that e date. Me numerous from BellS
	d of	basic no nent harree	l be ple of n d ma degard regard Bel lation.	Yes. BellSouth has a histe bills late or in error. receiving thousands of BellSouth and generally arriving more than seven invoice date. Moreover, found numerous errors credits from BellSouth in to dollars due to such
	The method of disputing ce the same.	herc policy on dep basic principles non-discrimina non-discrimina /ment history for tir charges, and third p	should be permitted at let the date of receipt of the loill and make payment a spute regarding the error the bill. and BellSouth are negotiations to resolve accommunity and the loil.	IlSouth has a history of rer te or in error. DeltaC g thousands of invoices th and generally the bil more than seven days aft date. Moreover, DeltaCoumerous errors and recom BellSouth in the millicular to such in the millicular constants.
		on de crimir cri	ed at legor of the lyment a he error hare resolve	SITIG SITIG Ory of 1 Delta invoic the 1 days days Delta(Delta)
	oils.	is consistent with FCC policy on deposits including the basic principles of reciprocity, non-discrimination, transparency, payment history for timely billed undisputed charges, and third party review.	DeltaCom should be permitted at least 30 days from the date of receipt of the bill to review the bill and make payment and/or lodge a dispute regarding the erroneous portion of the bill. DeltaCom and BellSouth are in continuing negotiations to resolve this	Yes. BellSouth has a history of rendering bills late or in error. DeltaCom is receiving thousands of invoices from BellSouth and generally the bills are arriving more than seven days after the invoice date. Moreover, DeltaCom has found numerous errors and received dollars due to such in the millions of
	histo No. In the	53		D S 00
	history alone is not a measure of credit risk. No. BellSouth will adopt OBF guidelines as agreed upon. In the meantime, BellSouth will continue to submit its billing disputes to DeltaCom by letter.	and, therefore should not be subject to the same creditworthiness and deposit requirements/standards. If the terms and conditions of such tariff, the terms and conditions of such tariff will govern interconnection agreement is not an appropriate location for a deposit requirement to be placed upon BellSouth. b) BellSouth should not be required to return a deposit after a CLEC generates.	a) The deposit language should not be reciprocal.	No. Payment should be due by the BellSouth invoices DeltaCom every 30 extent DeltaCom has questions about its cooperates with DeltaCom to provide prompt manner and resolve any issue. It is payment to be due before the next bill date.
	outh santim	rthine this h is term Bells Bells lection osit re	depo	Payment should outh invoices Del t DeltaCom has quarates with DeltaCot manner and resolent to be due before
	mot a will au le, Be to Del	e shows an buyin, as and south out agree quirer	osit 1	B nent : invoic aCom with with ner ar
	measu dopt C llSout taCon	ould d dep g ser cond must ement nent t	language should not be reciprocal.	BELLSOUTH POSITION t should be due by the roices DeltaCom every 30 om has questions about its bh DeltaCom to provide re and resolve any issue. It is ue before the next bill date.
	DBF gh will n by h	not 1 osit r vices itions pay t is no be p	ge sih	OUT be litaCo luestic Com olive a
	ayme credit uideli l con etter.	be su equire from from of su a d laced laced uired wired	hould	H PQ due m ev m ev ms ab to pi to pi ny iss next b
	risk. nes as tinue	bject bleet a Cl	not	SITH by th cout it rovide ne. It
	agree to su	to t	be 1	ON e nex o da s bill s resp is resp e.
	Payme ad upc bmit	EC provide standards. Exprovide will goven Thus, ate located at the standard standards.	есірк	t bill ys. 7 ys. 7 s, Bell oonses usonat
		- 0 - 0 - 0 - 1		No. Payment should be due by the next bill date. BellSouth invoices DeltaCom every 30 days. To the extent DeltaCom has questions about its bills, BellSouth prompt manner and resolve any issue. It is reasonable for payment to be due before the next bill date.
	Open		Open	
				ISSUE STATUS Open
· · · · · · · · · · · · · · · · · · ·				

be changes to (advance notice? b) Must BellSouth notice 60 days in OSS changes DeltaCom?	65 Notification Changes o (Attachment 6	64 ADUF: What ter ADUF?	Is it a of the interco	What is undercharg 63 Audits (At	62 Lin Sec
be changes to OSS with less than 60 days advance notice? b) Must BellSouth be required to provide notice 60 days in advance of deployment of DeltaCom?	Notification of Changes to OSS and Changes of Business Rules/Practices a) Should BellSouth	ADUF: What terms and conditions should apply to	Is it appropriate to include language for audits of the parties' billing for services under the interconnection agreement?	What is the limit on back billing Audits (Attachment 7):	ISSUE DESCRIPTION Limitation on Back Billing (Attachment 7 Section 3.5):
busine has e. BellSon notice. vendor sufficier changes.	5 2 2 2 3	The state of the s	AT&T's Interconnection Agreement. er the	Backbilling charges longer than 90 is inappropriate between carriers.	+
and pre-ordering interfaces and business rules via the changes to the website on a daily basis.	8 7	or n as th Sect there Delta requir	Om	90 days. BellSouth's limitations for back billing are pursuant to the	
Open as to subpart (b)	74 0 7	ires ice, ice, ons is, to Open	7, 7, 0	ISSUE STATUS to the Open	• • • • • • • • • • • • • • • • • • •

	68		
	May Bells during norn p.m.) with DeltaCom? Provision of C What requiren provision of cust	67 Ava	NO.
		Should BellSouth provide testing of BellSouth does such testing of user data? BellSouth does such testing of its own end wilability of OSC c	
	h shut down working hou notice or service service reco	BellSouth n end-user da does such to	ISSUE DI of End-Uses
	down OSS systems hours (8 a.m. to 5 or consent from ervice Records:	provide ta to the sesting of its	ISSUE DESCRIPTION End-User Data (Attact)
		lesting of ame extent own end	ISSUE DESCRIPTION Testing of End-User Data (Attachment 6
	Under no circumstan shut down DeltaCo notice or consen published hours of BellSouth takes down normal business hou onduct customer to ellSouth.	Yes. data operat deploy orderin billing parity.	
	shut down DeltaCom's access to OSS notice or consent of DeltaCom. Schedules staff based on BellSouth takes down all systems during employees who have no tools to BellSouth. OUNDERFORM TO BE STAFF BASED OF THE STAFF BASED	data is required. BellSouth's retail ordering, provisioning, maintenance and parity. Parity. Pres. A set of test cases with controlled BellSouth's retail BellSouth's retail ordering, provisioning, maintenance and parity. Parity. Pres. A set of test cases with controlled BellSouth's retail see the results in maintenance and parity.	DELTACOM POSITION
	ours without DeltaCom. based on art. When terms during eltaCom is no tools to ions with	cases with controlled BellSouth's retail test its code prior to g, maintenance and aCom should have o a re,	1 POSITIO
	th A out of the A		
	well as the PCC for BellSouth's nin regard to providing CLECS with Arbitration is not the appropriate forum fit changes that affect all CLECs on a region availability times. At certain times these are normally performed during off cleCs are given notice as governed under vailability hours.	Arbitration is f this issue, hanges that lould be add ovides CLI vironment, or istry standar ironment ("U) mal, functio LENS. The and were fine this issue, and were for interval.	
	ities in Bell for BellSo iding CLE he appropria s issue invall CLEC and all C and all C t certain tithe heduled m performed tice as gov not be av	BELLSO This issu affect all (lessed in the ECs with the tradition is shifting rupgrading; d) and the (CAVE"), where is the test environment of the cound complete the second complete the tradition is shifting rupgrading; d) and the (CAVE"), where is the test environment is shifted the cound complete the test environment is shifted the test environment in the country in the co	
	n BellSouth's nine-state regicellSouth's 271 applications 271 applications a stable ropriate forum for the resolutions involves process and systematics of a regional basis of CCP. In addition, BellSouth times these systems are an itimes these systems are governed during off peak house available during norm.	ot the appropriate forum for This issue involves process feet all CLECs on a region seed in the CCP. In addition the traditional testing environ periading from manual to a and the CLEC Application of the set environments are governed for long test environments are governed compliant by the complex by the com	
	well as the FCC for BellSouth's nine-state region as environment. Arbitration is not the appropriate forum for the resolution should be addressed in the CCP. In addition, BellSouth available due to scheduled maintenance or upgrades. SS systems will not be availability hours. Well as the FCC for BellSouth's nine-state region as environment. CLECs with a stable test of this issue involves with a stable test of this issue. This issue involves process and systems provides DeltaCom and all CLECs on a regional basis and availability times. At certain times these systems are not LECs are given notice as governed during off peak hours. SS systems will not be available during normal	ad Arbitration is not the appropriate forum for the resolution of this issue. This issue involves process and systems provides CLECs with access to the two testing environment, or upgrading its electronic interface to a new optional, functional, and pre-release testing for EDI, TAG, regulatory and compliant by the complex compliant by the complex co	
Closed	state State on as with test tion Open and uth on on on on on on on on on o	ems and uth uth wilcome	
		ISSUE STATUS Open	.

Should the parties utilize the same porting Reciprocity of Parting Procedures require DeltaCom to do trouble analysis and 3 DeltaCom's costs where BellSouth's errors / i Should BellSouth reimburse DeltaCom for / s / error resolution? Reimbursement of Costs for Trouble Analysis and Error Resolution: / inadvertently transferred to either DeltaCom / n 8 or BellSouth? | Should there be a process to allow a carrier to | c return a customer to its preferred provider in | Inadvertent Transfer of Customers: ISSUE DESCRIPTION should compensate DeltaCom for costs / F DeltaCom to expend resources to resolve / e simply be reinstated to his or her prehave to re-apply for service, but should / c Yes. error condition. n | retail division. The customer should not | retail division. s | error had occurred within BellSouth's | a In should re-establish the customer as if the / r have to be on the line with BellSouth in / J order to correct the error. BellSouth / Yes. Today, DeltaCom and the consumer Where BellSouth errors cause DELTACOM POSITION BellSouth / sts / Rellsouth network prior to issuing a maintenance request. / the CLECs, have adequate measures to assure the maintenance problem identified by a CLEC and, unlike | BellSouth Processes will resolve any BellSouth | error resolution performed by DeltaCom. CLECs are Bellsouth is not responsible for any internal analysis or s | and inventories are established. confusion, and potential customer impacts. | migration reversals would cause invalid customer records, ar | BellSouth's process to return a migrated customer to | C received and properly processed to assure accurate records This process documents that a valid service request is BellSouth requires a service request from the customer. BELL SOUTH POSITION Open Open